

**MEMORANDUM OF AGREEMENT BETWEEN
THE NATIONAL PARK SERVICE,
FORT STANWIX NATIONAL MONUMENT, AND
THE NEWYORK STATE HISTORIC PRESERVAION OFFICE
REGARDING THE COLLECTIONS MANAGEMENT OF THE MARINUS WILLETT
COLLECTIONS AND EDUCATION CENTER**

The New York State Historic Preservation Officer and the National Park Service (NPS) have been consulting for over two years regarding the proposal by the National Park Service to build the Willett Center, a support facility for Fort Stanwix National Monument. The facility would be located on the south grounds of Fort Stanwix National Monument near the corner of Erie Blvd. and North James Street, Rome, New York. Fort Stanwix National Monument is a property listed in the National Register of Historic Places and is a National Historic Landmark.

The purpose of the Willett Center is to provide conditioned artifact storage space, accessible public exhibit areas, interpretive spaces, and support space for NPS operations. The Center would house visitor orientation exhibits and audio-visual programming, visitor amenities (e.g restrooms, bookstore sales area) meeting space, collections storage and workspace. The Center would be approximately 13,700 square feet and would be operated by the NPS and open to the public year round.

The completed Environmental Assessment for the project (January 2003) contains a summary of project planning activities, discussion of alternatives, and weighing of project environmental effects and consequences.

There are no National Register eligible structures or cultural landscapes present at Fort Stanwix that could be affected by the project because the fort and its grounds are a reconstruction. The New York State Historic Preservation Office has concurred in this determination. In consultation with the Oneida Indian Nation of New York it been determined that no specific archeological or ethnographic resources significant to the Nation have been identified in the project area. However, potentially significant archeological resources, primarily of the historic period, have been found within the project's area of effect. Their protection or preservation is the reason the National Part Service is entering into this agreement with the New York State Historic Preservation Officer.

Phase IB and Phase II archeological investigations of the construction area have recently been completed by Hartgen Archeological Associates, Inc., under contract to the National Park Service. The archeological project has resulted in the identification of several archeological sites that appear to be eligible for listing in the National Register of Historic Places for the information they can contribute to our understanding of prehistory and history (refer to the data recovery plan for details). These sites are primarily structural remains and features related to 19th Century Rome, New York, and predate later buildings built on the site. Prehistoric lithic debitage has also been found at two locations among the building ruins (no diagnostic material has been found as yet). Structures on approximately 15 acres near the center of Rome, New York were demolished as part of City urban renewal in the 1970s to provide land to reconstruct Fort Stanwix for the nation's Bicentennial and much of the project area has been disturbed as a result. Nevertheless, some archeological resources have survived.

In accordance with 36 CFR 800.5, the NPS, after considering the views of the New York State Historic Preservation Officer, Hartgen Archeological Associates, and the Oneida Indian Nation, has applied the criteria of adverse effect and has determined that construction of the new center has the potential to adversely affect significant archeological resources. Construction of the Willett Center will result in the physical destruction of or damage to all or part of identified, significant archeological resources within the project's area of potential effect. The National Park Service continues to undertake planning and actions necessary to identify all prudent and feasible alternatives to avoid, minimize or mitigate adverse effects on these resources and minimize harm to the Landmark. None of the archeological resources found to date appear to be directly related to Fort Stanwix National Monument or the qualities providing for its designation as a National Register or National Historic Landmark property. The identified archeological sites are significant on their own merits.

This Memorandum of Agreement (MOA) specifies the ways and means for resolution of the adverse effects of the proposed project.

WHEREAS, Fort Stanwix National Monument is a property listed on the National Register of Historic Places and is a National Historic Landmark; and,

WHEREAS, the NPS has completed an environmental assessment (EA) to take into account planning for this undertaking and the consideration of siting alternatives for the center, and the EA has been publicly reviewed and public consultation

has been held to ensure that the public has had an opportunity to participate; and,

WHEREAS, the NPS is the lead agency for compliance with Sections 106 and 110 of the National Historic Preservation Act given that funding for the project has been obtained not only from NPS but also from other federal agencies such as Housing and Urban Development and the Department of Transportation; and,

WHEREAS, the NPS has undertaken the recommended approach for consultation as set forth by the Advisory Council on Historic Preservation including the Council’s "Recommended Approach for Consultation on the Recovery of Significant Information from Archeological Sites, " published in the Federal Register on June 17, 1999; and,

WHEREAS, the consulting parties agree that recovery of significant information from the archeological site(s) may be done in accordance with the published guidance; and

WHEREAS, the consulting parties agree that it is in the public interest to expend funds to implement this project through the recovery of significant information from archeological sites to mitigate the adverse effects of the project; and,

WHEREAS, the consulting parties agree that Indian Tribes or Native Hawaiian organizations that may attach religious or cultural importance to the affected property(ies) have been consulted and have raised no objection to the work proposed; and,

WHEREAS, to the best of our knowledge and belief, no human remains, associated or unassociated funerary objects or sacred objects, or objects of cultural patrimony as defined in the Native American Graves Protection and Repatriation Act (25 U.S.C. 3001), are expected to be encountered in the archeological work;

NOW, THEREFORE, the National Park Service shall ensure that the following terms and conditions will be implemented in a timely manner and with adequate resources in compliance with the National Historic Preservation Act of 1966 (16 U.S.C. 470).

STIPULATIONS

NPS shall ensure as specified below that the following measures are carried out:

A. ARCHEOLOGY

1. The NPS shall complete the necessary (Phase III) archeological investigations in accordance with the plan entitled Archeological Data Recovery or Retrieval Plan . All archeological investigations will be conducted in a manner consistent with the Secretary of the Interior’s Standards and Guidelines for Archeological Documentation, the Advisory Council’s Historic Preservation’s Treatment of Archaeological Properties: A Handbook, the New York Archaeological Council’s Standards for Cultural Resource Investigations and the Curation of Archaeological Collections in New York State, and the National Park Service’s, Cultural Resource Management Guideline, Release No. 5(1997).
2. The NPS will ensure that all records and artifacts resulting from the archeological investigations associated with the PROJECT area are curated by the NPS in accordance with 36 CFR 79, Curation of Federally-Owned and Administered Archeological Collections.
3. The NPS, will, to the extent feasible, locate, design and engineer proposals for center development to avoid impacting known significant archeological resources identified and evaluated during Phase II investigations.
4. The NPS will ensure that, where avoidance is not feasible, the recovery of known significant archeological resources (phase m investigation) will be completed prior to construction in accordance with the Archeological Data Recovery or Retrieval Plan.
5. NPS will ensure that an Archeologist, meeting the Secretary of the Interior's standards for the position, will selectively monitor ground disturbing activities associated with the construction of the Willett Center. Full monitoring of all ground disturbing activities is not necessary because of the extensive archeological testing done of the project area for compliance purposes. In the event of a significant discovery during construction, construction activity will be halted in that location. NPS will be notified and provided with sufficient time to assess the extent and nature of the discovery. NPS, in consultation with the signatories will consider what steps may be necessary, including minor redesign, to avoid further damage and to provide for documentation of the discovery. If necessary,

data recovery will be undertaken consistent with the attached archeological plan. Known significant resources, identified as a result of the Phase I and II survey, consist of building foundations and associated features, brick paving, buried ground surfaces, and deposits of eighteenth, nineteenth and twentieth century artifacts; the discovery of additional similar resources will not require the resiting of the visitor and education center.

6. A final combined Phase II /Phase III report meeting the standards specified in Stipulation A.1. shall be prepared and submitted to signatories by July 2004.

B. PUBLICATION

The NPS will ensure that the public is provided adequate information about the project and opportunity to comment as the project proceeds. Comments may be submitted at any time during the course of the project, and periodic notice of the project's progress will appear through the use of press releases, local newspaper notices, or similar means. All comments will be considered and taken into account by the signatories. Upon request, interested parties will be provided access to documentation, or copies thereof.

C. ADMINISTRATIVE AND CONSULTATIVE PROVISION

- Modification, amendment, or termination of this agreement as necessary shall be accomplished by the signatories in the same manner as the original agreement.
- Any additional and necessary consultations will proceed according to the requirements set forth in 36 CFR 800.
- Disputes regarding the completion of the terms of this agreement shall be resolved by the signatories. If the signatories cannot agree regarding a dispute, any one of the signatories may request the participation of ACHP to assist in resolving the dispute.
- This agreement shall be null and void if its terms are not carried out within 5 (five) years from the date of its execution, unless the signatories agree in writing to an extension for carrying out its terms.
- Should any party to this agreement object to any document provided for review the responsible agency will consult with the objecting party. If the agency determines that the objection cannot be resolved, the parties will forward all documentation relevant to the dispute to the Council. Within forty-five (45) days after receipt of all pertinent documentation, the Council will provide comments, consistent with 36 CFR 800.7, which the agency or agencies will take into account. Any recommendation or comment provided by the Council will be understood to pertain only to the subject of the dispute.
- The NPS will convene a meeting of the signatories to this agreement, as necessary, one year from its signing to review progress.
- In accordance with 36 CFR 800.6(c)(7), any signatory of this agreement may request that it be revised, whereupon the signatories will consult in accordance with 36 CFR 800 to consider such revisions.
- If any of Stipulations AI through A6 are not implemented within two (2) years after execution of this agreement, the signatories to this agreement will review this agreement to determine whether revisions are needed. If revisions needed, the signatories will consult in accordance with 36 CFR 800 to make such revisions.

Execution of this Memorandum of Agreement and the implementation of its terms by NPS is evidence that NPS has afforded the opportunity to comment on the undertaking and its effect on historic properties, and that the NPS has taken into account the effects of the undertaking on historic properties.

NATIONAL PARK SERVICE AGENCY OFFICIAL:

Michael A. Caldwell

5-29-03

Michael A. Caldwell, Superintendent, Fort Stanwix National Monument Date

NEW YORK STATE HISTORIC PRESERVATION OFFICE:

Bernadette Castro

6/4/07

Commissioner Bernadette Castro, New York State Historic

Date

Preservation Officer

I concur with the determination of the National Park Service that the construction of the Marinus Willett Center will adversely affect significant archeological resources eligible for listing in the National Register of Historic Places. The National Park Service, represented by Fort Stanwix National Monument, and the New York State Historic Preservation Officer hereby enter into a Memorandum of Agreement (MOA) outlining the resolution of adverse effects of the proposed project. The MOA includes an approved Archeological Data Recovery Plan for the retrieval of significant information from identified sites, determined to be eligible for listing in the National Register of Historic Places, that cannot be practically avoided and preserved in place, or otherwise protected. The plan also includes provisions for monitoring construction and for dealing with subsequent discovery of any additional historic properties affected by the undertaking.

Robert K. ...

5/29/03

New York State Historic Preservation Officer

Date